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6 **IN THE UNITED STATES DISTRICT COURT**  
7 **FOR THE DISTRICT OF ARIZONA**  
8

9 Corey Drew,

No. CV-24-08050-PCT-KML (MTM)

10 Plaintiff,

11 v.

**ORDER**

12 Equity Lifestyle Properties, et al.,

13 Defendants.  
14

15 Self-represented plaintiff Corey Drew purchased a lifetime membership “to use all  
16 of Thousand Trails RV campgrounds in America and Canada.” (Doc. 1 at 7.) After run-ins  
17 with employees at two of those campgrounds, Drew was charged with criminal offenses  
18 and his lifetime membership was terminated. Drew filed this suit against companies and  
19 employees associated with the RV campgrounds, alleging a variety of tort and contract  
20 claims. According to defendants, Drew has not stated a claim on which relief can be  
21 granted. Defendants are correct.

22 **I. Background**

23 On August 27, 2022, Drew purchased a lifetime membership from non-party MHC  
24 Thousand Trails Limited Partnership.<sup>1</sup> (Doc. 9-1 at 9.) That membership allowed Drew to  
25 “use all of Thousand Trails RV campgrounds.” (Doc. 1 at 7.) The precise relationship  
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27 <sup>1</sup> The contract is referenced throughout the complaint and is deemed incorporated by  
28 reference. *See United States v. Ritchie*, 342 F.3d 903, 908 (9th Cir. 2003) (“incorporated  
by reference” doctrine applies when a complaint refers to documents or if certain  
documents form “the basis of the plaintiff’s claim”).

1 between the RV campgrounds and the companies named as defendants is not explained.  
2 Drew describes defendant Thousand Trails as a Maryland corporation owned by another  
3 Maryland corporation, defendant Equity Lifestyle Properties. Defendant MHC Property  
4 Management (“MHC”) “is an indirect subsidiary of Equity Lifestyle Properties.” (Doc. 1  
5 at 7.)

6 In September 2022, while Drew was staying at a Thousand Trails campground  
7 managed by MHC, he was approached by a non-party employee of the campground and  
8 was told his service dog could not be inside buildings without a service dog vest.  
9 Apparently based on that interaction, a “note” was placed in the “secret member notes file”  
10 Thousand Trails maintains on each of its members. The note stated Drew was “combative  
11 and known to bully/intimidate other members”; “[n]ot nice to staff or anyone if they ask to  
12 leash his dog or a dog not allowed in building unless it’s a service dog”; and “[s]hows up  
13 with a service dog vest on now. Be aware.”

14 On December 7, 2022, Drew was staying at a different Thousand Trails campground  
15 and was sitting in the lodge building with his service dog. (Doc. 1 at 8-9.) Defendant Ralph  
16 Baker, an employee of Thousand Trails, approached Drew and stated dogs were not  
17 allowed in the building. (Doc. 1 at 9.) After Drew explained his dog was a service dog,  
18 Baker pointed to a sign stating that all service dogs must wear a vest. (Doc. 1 at 9.) Drew  
19 responded service dogs are not required to wear a vest and Baker then stated Drew needed  
20 to show proof of his disability to management. (Doc. 1 at 9.)

21 That same day, Baker wrote a report regarding the encounter that “contained false  
22 statements about [Drew].” (Doc. 1 at 10.) Baker provided his report to defendant Scott  
23 Woolley, a manager at the campground. (Doc. 1 at 10.) On December 8, 2022, Baker,  
24 Woolley, and Steve Bartle (another employee also named as a defendant) met to discuss  
25 Drew. During that meeting Baker “made false verbal statements about [Drew],” including  
26 statements that Drew was “cursing,” “threatening him,” “got in [Baker’s] face,” “was  
27 disorderly,” had his service dog off leash, and that the dog “charged him.” (Doc. 1 at 10-  
28 11.)

1           The next morning, Drew sent multiple text messages to the guest services' number  
2 requesting the park manager's name and the name of the employee responding to the text  
3 messages. (Doc. 1 at 11.) Bartle responded to the text messages but did not provide the  
4 manager's name. (Doc. 1 at 11.) Drew then texted that Bartle's actions were making him  
5 feel unsafe and aggravating his PTSD. (Doc. 1 at 11.) Drew also texted, "do not approach  
6 me or speak to me or else things may escalate, only management of the park or corporate  
7 may email or t[e]xt me." (Doc. 1 at 11.) Woolley and Bartle spoke via phone and decided  
8 to call the Yavapai County Sheriff. (Doc. 1 at 11-12.)

9           Although Woolley and Bartle were aware Drew was in mental distress, suffering  
10 from the effects of PTSD, did not want to be approached in person, and only wanted to  
11 communicate in writing, they "denied [Drew's] reasonable request [to] be left alone while  
12 suffering a PTSD episode." (Doc. 1 at 12.) Drew omits any description of the interaction  
13 that "denied his reasonable request [to] be left alone," but the only plausible inference is  
14 that some interaction occurred. Drew further explains, during that interaction, Drew "never  
15 made a threat of violence towards any Thousand Trails staff," but Bartle made a 911 call  
16 to the Yavapai County Sheriff's Office stating that Drew was being "threatening." (Doc. 1  
17 at 12.)

18           Drew then had another encounter with Bartle "at the ranger station." (Doc. 1 at 13.)  
19 Drew asked Bartle for the manager's name. Bartle informed Drew that Woolley was the  
20 manager and was in the office, and Drew left "after about two minutes." (Doc. 1 at 13.)  
21 Bartle then called 911 a second time and stated Drew had "just been 'threatening' toward  
22 Bartle." (Doc. 1 at 12.) In the two 911 calls, Bartle stated Drew was "threatening,"  
23 "aggressive," and "highly agitated." (Doc. 1 at 13.) Bartle inquired whether deputies were  
24 on the way and whether there would be "back up." (Doc. 1 at 13.) The 911 operator asked  
25 Bartle how Drew had threatened Bartle and Bartle stated Drew "was saying that [Bartle]  
26 was refusing to answer his questions, you're the guy, smug, attitude, this and that and so  
27 forth, and highly agitated." (Doc. 1 at 13.) However, Bartle did not "react in a fearful way  
28 when speaking with [Drew] at the Ranger Station." (Doc. 1 at 13.)

1 Approximately ten minutes after speaking with Bartle, Drew went to the office to  
2 speak with Woolley about the problems Drew was experiencing with staff. (Doc. 1 at 14.)  
3 Drew “did not threaten physical harm to Woolley during this conversation” and “there is  
4 no evidence [Drew] ever threatened Woolley with physical harm.” (Doc. 1 at 14.) Drew  
5 left the office and, while in the parking lot, “was unlawfully detained and arrested by [the]  
6 Yavapai County Sheriff Office [(“YCSO”).]” (Doc. 1 at 14.) Sheriff’s deputies spoke with  
7 several employees and management during their investigation and, after about 30 minutes,  
8 concluded “[Drew] had ‘done nothing wrong and things were of a civil nature.’” (Doc. 1  
9 at 14.)

10 On December 9, 2022, Drew filed a complaint about the incident with the  
11 YCSO. (Doc. 1 at 15.) On December 20, 2022, a Sheriff’s Office lieutenant “substantiated  
12 [Drew’s] complaint[,] stating there was unnecessary escalation by sheriff[s] officers and  
13 Fourth Amendment violations by YCSO on the morning of December 8, 2022,” and stated  
14 “he would conduct training with the officers involved in the incident. (Doc. 1 at 15.) Drew  
15 was not satisfied with that result and indicated he wished to escalate the complaint further.  
16 The lieutenant then “made the decision to retaliate against [Drew] for exercising his First  
17 Amendment Right” by complaining about the interaction. (Doc. 1 at 15.) The lieutenant  
18 ordered a re-investigation of the campground incident. (Doc. 1 at 15.)

19 A non-party YCSO officer spoke with Bartle, Baker, another Thousand Trails  
20 employee named Dina Harbin, and Woolley. (Doc. 1 at 15.) Bartle made false statements  
21 to the officer, including that Drew “got in his face to intimidate Bartle,” “was threatening  
22 and intimidating toward him,” “acted disorderly toward Bartle, and “had been trespassed  
23 from [the RV park] on December 8, 2022.” (Doc. 1 at 15-16.) Baker made similar false  
24 statements and claimed Drew had blocked Baker from exiting the lodge building and was  
25 acting in a threatening and intimidating manner, and Drew’s dog “charged” him. (Doc. 1  
26 at 16.)

27 Harbin also made false statements to the officer; “helped prosecute Plaintiff  
28 regarding charges related to Bartle and Baker”; voluntarily provided copies of emails

1 between Drew and Thousand Trails management; and stated Drew had been threatening  
2 toward Baker and Drew's dog had charged Baker. (Doc. 1 at 17.) Harbin told the officer  
3 that Drew had "repeatedly dumped human waste, aka 'black water,' on the ground in his  
4 . . . campsite," but there is "no evidence" he did so. (Doc. 1 at 18.) Harbin also claimed  
5 Drew's dog was a "fake" service dog and Drew left dog feces "all over" the campground,"  
6 but "there is no evidence [Drew] left dog feces in the campground." (Doc. 1 at 18.)

7 Woolley spoke to the officer and made false statements, contradicted by video  
8 evidence, that Drew was disorderly, knocked down Christmas decorations, and "got in  
9 [Woolley's] face to intimidate [him]." (Doc. 1 at 19-20.) Woolley confirmed that Thousand  
10 Trails management "planned to cancel [Drew's] lifetime membership *without* prior notice"  
11 and "made the decision not to inform [Drew] of the cancellation of his membership"; and  
12 the Yuma campground manager "has a connection with the local Yuma sheriff." (Doc. 1  
13 at 20.) Drew left the campground on January 4, 2023. (Doc. 1 at 20.)

14 Defendants' false statements between December 8, 2022, and January 4, 2023, led  
15 to the cancellation of Drew's membership. (Doc. 1 at 21.) Drew was accused of violating  
16 multiple campground rules and engaging in abusive behavior towards staff, but there is no  
17 evidence of this behavior. (Doc. 1 at 21.) On January 4, 2023, non-party MHC Thousand  
18 Trails Limited Partnership canceled Drew's membership via email without the required 30  
19 days' notice and without investigating Drew's alleged rule violations. (Doc. 1 at 22.) Non-  
20 party MHC Thousand Trails Limited Partnership did not return any funds to Drew for the  
21 cancellation of his lifetime membership, which is a transferable asset. (Doc. 1 at 23.)

22 Based on the allegedly false statements regarding his behavior, Drew was charged  
23 with misdemeanor disorderly conduct and threatening and intimidating. (Doc. 1 at 16.)  
24 Drew was arrested on February 16, 2023, and released on a personal recognizance  
25 bond. (Doc. 1 at 23.) All charges were dismissed on March 1, 2024.<sup>2</sup> (Doc. 1 at 17.)

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28 <sup>2</sup> Drew's complaint states the charges were dismissed on March 1, 2022, but based on  
Drew's allegations in ¶ 273, it appears he intended to state March 1, 2024.

1 In his complaint, Drew sues:

- 2 • Equity Lifestyle Properties, Inc.;
- 3 • Thousand Trails;
- 4 • MHC Property Management;
- 5 • Thousand Trails Security Officers Ralph Kim Baker and Steve Bartle; and
- 6 • Thousand Trails Managers Scott Woolley and Dina Harbin.

7 Drew appears to allege all seven of his claims against all defendants. The seven claims are:

- 8 1. Malicious prosecution;
- 9 2. Intentional infliction of emotional distress;
- 10 3. Defamation with malice;
- 11 4. Negligent defamation;
- 12 5. Breach of the covenant of good faith and fair dealing;
- 13 6. Anticipatory breach of contract;
- 14 7. Aiding and abetting tortious conduct.

15 Drew verified his complaint, asserting his allegations under penalty of perjury. (Doc. 1 at  
16 34.) Drew seeks money damages, declaratory, and injunctive relief.

17 Shortly after filing the present suit, Drew filed a separate suit against Yavapai  
18 County and several of its officers based on his arrest and prosecution from the campground  
19 events. The complaint in that suit was also submitted under penalty of perjury but its  
20 allegations contradict crucial aspects of Drew's complaint in the current case. (CV-24-  
21 8073-PCT-KML, Doc. 1 at 44.)

## 22 **II. Legal Standards**

23 Dismissal of a complaint, or any claim within it, for failure to state a claim under  
24 Federal Rule of Civil Procedure 12(b)(6) may be based on either a “‘lack of a cognizable  
25 legal theory’ or ‘the absence of sufficient facts alleged under a cognizable legal theory.’”  
26 *Johnson v. Riverside Healthcare Sys., LP*, 534 F.3d 1116, 1121-22 (9th Cir. 2008) (quoting  
27 *Balistreri v. Pacifica Police Dep’t*, 901 F.2d 696, 699 (9th Cir. 1990)). In determining  
28 whether a complaint states a claim under this standard, the allegations in the complaint are

taken as true and the pleadings construed in the light most favorable to the nonmovant. *Outdoor Media Group, Inc. v. City of Beaumont*, 506 F.3d 895, 900 (9th Cir. 2007). A pleading must contain “a short and plain statement of the claim showing that the pleader is entitled to relief.” Fed. R. Civ. P. 8(a)(2). But “[s]pecific facts are not necessary; the statement need only give the defendant fair notice of what . . . the claim is and the grounds upon which it rests.” *Erickson v. Pardus*, 551 U.S. 89, 93 (2007) (internal quotation omitted). To survive a motion to dismiss, a complaint must state a claim that is “plausible on its face.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009); *see Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570 (2007). “A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Iqbal*, 556 U.S. at 678. Where the plaintiff is self-represented, the court must “construe the pleadings liberally and [] afford the petitioner the benefit of any doubt.” *Hebbe v. Pliler*, 627 F.3d 338, 342 (9th Cir. 2010).

### III. Discussion

#### A. Count One – Malicious Prosecution

To state a claim for malicious prosecution under Arizona law, Drew must allege “damage by a criminal prosecution, which terminated in his favor, with defendant as prosecutor or complaining witness acting without probable cause and with malice.” *Bearup v. Bearup*, 596 P.2d 35, 36 (Ariz. Ct. App. 1979). Drew’s theory is defendants were “complaining witnesses” and their “false statements and fabricated evidence [were] instrumental in initiating [his] prosecution.” (Doc. 11 at 4.) According to Drew, defendants’ “fabrications directly led to the charges against him.” (Doc. 11 at 4.) But Drew’s allegations in another case, submitted under penalty of perjury, establish that is not accurate.

In his companion case against Yavapai County and its officers, Drew recounts the sequence of events that led to his claims in that suit. Drew alleges Bartle made a 911 call to the Sheriff’s Office to request a civil escort. (CV-24-8073-PCT-KML, Doc. 1 at 9.) Drew states “[t]here were no crimes reported in the 911 call by Bartle.” (CV-24-8073-



1 PCT-KML, Doc. 1 at 9.) Drew further states the officer who first arrived at the  
2 campgrounds did not have any contact with Bartle. (CV-24-8073-PCT-KML, Doc. 1 at 9.)  
3 When that officer and another officer eventually located Drew, they “did not have any facts  
4 or evidence [Drew] had committed any crime.” (CV-24-8073-PCT-KML, Doc. 1 at 11.)  
5 The officers then spoke with “[P]ark management,” *i.e.* the individual defendants in the  
6 present case, and management stated Drew “had not committed any crimes” and that Drew  
7 “had a contract to use the park and was not trespassing.” (CV-24-8073-PCT-KML, Doc. 1  
8 at 13.) The officers then spoke with each other and “agreed [Drew] had not committed any  
9 crimes.” (CV-24-8073-PCT-KML, Doc. 1 at 13.)

10 According to Drew’s sworn allegations in his other suit, Yavapai County officials  
11 decided to proceed with criminal charges only after Drew complained that certain officers  
12 were not going to be disciplined for their behavior at the campground. Drew claims the  
13 decision to proceed with charges against him “was in retaliation for [Drew] exercising his  
14 First Amendment Rights of redress and freedom of the press.” (CV-24-8073-PCT-KML,  
15 Doc. 1 at 16.) Crucially, Drew alleges Yavapai County officials “decided the charges to  
16 file on [Drew] *before*” defendants in the present suit were even interviewed. (CV-24-8073-  
17 PCT-KML, Doc. 1 at 17-18) (emphasis added). In effect, Drew alleged the “criminal  
18 prosecution” supporting his malicious prosecution claim was due to Yavapai County  
19 officials’ desire to retaliate against him and not due to actions by defendants in this case.  
20 Drew’s opposition to the motion to dismiss confirms this view.

21 In opposing the dismissal of his malicious prosecution claim against the  
22 campground employees and companies, Drew alleges that “[f]rom the perspective of the  
23 sheriff department the only service Bartle requested was a civil escort.” (Doc. 11 at 5.)  
24 Drew does not explain how Bartle could be responsible for “malicious prosecution” if that  
25 statement is true.<sup>3</sup> This is not a scenario where it is unclear what transpired and, as a result,

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27 <sup>3</sup> Drew also argues Baker and Bartle made false statements when they were interviewed in  
28 an attempt to “retaliate” against Drew, and they were “willing participants in the retaliation  
against [Drew].” (Doc. 11 at 6, 8.) There are no factual allegations establishing Baker and  
Bartle knew of Drew’s alleged protected speech such that they could have intended to  
“retaliate” against Drew for that speech.



1 it may be necessary to plead inconsistent theories of liability before pursuing discovery.  
 2 These specific and sworn allegations cannot be squared with each other.

3 A claim for malicious prosecution cannot be brought if the decision whether to  
 4 pursue criminal proceedings “is left entirely to an officer or prosecutor’s discretion.”  
 5 *Adams v. Estrada*, No. 2 CA-CV 2013-0074, 2014 WL 265660, at \*3 (Ariz. Ct. App. Jan.  
 6 23, 2014). Drew has sworn to a version of facts that it was the officers, without any input  
 7 from defendants, that caused Drew’s criminal prosecution. Drew acknowledges as much  
 8 in his opposition to the motion to dismiss. Drew’s claim for malicious prosecution against  
 9 these defendants is dismissed without leave to amend.

#### 10 **B. Count Two – Intentional Infliction of Emotional Distress**

11 A claim for intentional infliction of emotional distress requires a showing that a  
 12 defendant engaged in “extreme and outrageous” conduct; a defendant acted with the intent  
 13 “to cause emotional distress or recklessly disregard[ed] the near certainty that such distress  
 14 [would] result from [the] conduct”; and “severe emotional distress indeed occur[ed].”  
 15 *Christakis v. Deitsch*, 478 P.3d 241, 245 (Ariz. Ct. App. Dec. 1, 2020). Extreme and  
 16 outrageous conduct is conduct “so outrageous in character, and so extreme in degree, as to  
 17 go beyond all possible bounds of decency, and to be regarded as atrocious and utterly  
 18 intolerable in a civilized community.” *Cluff v. Farmers Ins. Exch.*, 460 P.2d 666, 668 (Ariz.  
 19 Ct. App. 1969) (citation omitted), *overruled on other grounds by Godbehere v. Phx.*  
 20 *Newspapers, Inc.*, 783 P.2d 781 (Ariz. Ct. App. 1989). Such conduct “must completely  
 21 violate human dignity” and “strike to the very core of one’s being, threatening to shatter  
 22 the frame upon which one’s emotional fabric is hung.” *Pankratz v. Willis*, 744 P.2d 1182,  
 23 1189 (Ariz. Ct. App. 1987) (citation omitted). It does not include “mere insults, indignities,  
 24 threats, annoyances, petty oppressions, or other trivialities.” *Duhammel v. Star*, 653 P.2d  
 25 15, 18 (Ariz. Ct. App. 1982) (citation omitted), *overruled on other grounds by Godbehere*,  
 26 783 P.2d 781.

27 Drew’s facts, if true, possibly demonstrate callousness and poor behavior on the part  
 28 of defendants. Drew alleges defendants made false statements to the police, required

1 Drew's dog wear a service vest, and canceled his lifetime membership. But this is not the  
 2 type of conduct that goes "beyond all possible bounds of decency," or completely  
 3 "violate[s] human dignity" and "strike[s] to the very core of one's being, threatening to  
 4 shatter the frame upon which one's emotional fabric is hung." *See also Adams*, No. 2 CA-  
 5 CV 2013-0074, 2014 WL 265660, at \*8 (rejecting claim for intentional infliction of  
 6 emotional distress based on defendant "making purportedly false statements to the police  
 7 officer" that led to criminal charges against the plaintiff). This claim is dismissed without  
 8 leave to amend.

9 **C. Counts Three and Four – Defamation**

10 Defendants contend Drew's defamation claims (Counts Three and Four) are barred  
 11 by Arizona's one-year statute of limitations and, if timely, Arizona law provides absolute  
 12 immunity against defamation claims of this sort. The Arizona Court of Appeals has  
 13 explicitly held that "putative crime victims in Arizona are entitled to absolute immunity  
 14 when they complain to police." *Ledvina v. Cerasani*, 146 P.3d 70, 75 (Ariz. Ct. App. 2006).  
 15 That immunity applies even to "intentionally false and malicious defamatory statements."  
 16 *Id.* Defendants are immune from liability for defamation in the context Drew alleges and  
 17 the timeliness of the claims is irrelevant. The defamation claims are dismissed without  
 18 leave to amend.

19 **D. Counts Five and Six – Breach of Implied Covenant of Good Faith and**  
 20 **Fair Dealing and "Anticipatory Breach of Contract"**

21 Drew's contract-based claims are based on his belief that defendants cancelled his  
 22 lifetime membership in a manner the contract did not permit. Both types of contract claims  
 23 Drew asserts must be brought against a party to the relevant contract. *See Wells Fargo*  
 24 *Bank v. Arizona Laborers, Teamsters & Cement Masons Loc. No. 395 Pension Tr. Fund*,  
 25 38 P.3d 12, 28 (Ariz. 2002) ("The implied covenant of good faith and fair dealing prohibits  
 26 a party from doing anything to prevent other parties to the contract from receiving the  
 27 benefits and entitlements of the agreement."). The contract at issue was between Drew and  
 28 non-party MHC Thousand Trails Limited Partnership. (Doc. 9 at 7.) Because Drew has not

1 named MHC Thousand Trails Limited Partnership as a defendant, the contract-based  
2 claims are dismissed without leave to amend.

### 3 **E. Count Seven – Aiding and Abetting Tortious Conduct**

4 To state a claim of aiding and abetting tortious conduct, a plaintiff must allege the  
5 primary tortfeasor committed a tort that caused injury to the plaintiff, the defendant must  
6 know that the primary tortfeasor’s conduct constitutes a breach of duty, and the defendant  
7 must substantially assist or encourage the primary tortfeasor in the achievement of the  
8 breach. *See Wells Fargo Bank v. Arizona Laborers, Teamsters and Cement Masons Local*  
9 *No. 395 Pension Trust*, 38 P.3d 12, 23 (Ariz. 2002). Drew alleges “Defendant[]s engaged  
10 in tortious conduct . . . including acts of defamation, intentional infliction of emotional  
11 distress, and malicious prosecution.” (Doc. 1 at 31.) Because the underlying tort claims  
12 have been dismissed, there is no possible basis for the aiding and abetting claim. *See*  
13 *Taraska v. Brown*, No. 1 CA-CV 18-0714, 2019 WL 6320968, at \*4 (Ariz. Ct. App. Nov.  
14 26, 2019) (dismissal of aiding and abetting claim proper where there was no “underlying  
15 tort”).

### 16 **IV. Leave to Amend**

17 For the foregoing reasons, Drew’s complaint is dismissed for failure to state a claim.  
18 Drew is not granted leave to amend because the flaws are not merely technical deficiencies  
19 that might be cured by amendment. For example, the defamation claims are barred by  
20 absolute immunity and no additional allegations could render those claims viable.  
21 Attempting to sue defendants, Drew alleged one version of facts under penalty of perjury  
22 and then, to sue Yavapai County officials, Drew alleged a diametrically opposed version  
23 of facts under penalty of perjury. In these circumstances, the court need not grant leave to  
24 amend. *See Lopez v. Smith*, 203 F.3d 1122, 1127 n.8 (9th Cir. 2000) (“When a case may  
25 be classified as frivolous or malicious, there is, by definition, no merit to the underlying  
26 action and so no reason to grant leave to amend.”).

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1 Accordingly,

2 **IT IS ORDERED** Defendants' Motion to Dismiss (Doc. 9) is **GRANTED**.

3 **IT IS FURTHER ORDERED** this action is dismissed with prejudice and the Clerk  
4 of Court must enter judgment accordingly.

5 Dated this 17th day of March, 2025.

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9 **Honorable Krissa M. Lanham**  
10 **United States District Judge**  
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